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15 Attorneys for Plaintiff
16 UNITED STATES OF AMERICA

17 UNITED STATES DISTRICT COURT

18 FOR THE CENTRAL DISTRICT OF CALIFORNIA

19 UNITED STATES OF AMERICA,

20 No. 2:25-CR-00123-AB-1

21 Plaintiff,

22 PLEA AGREEMENT FOR DEFENDANT
23 SYLAS NYUYDZENE VERDZEKOV

24 v.

25 SYLAS NYUYDZENE VERDZEKOV,

26 Defendant.

27 1. This constitutes the plea agreement between SYLAS NYUYDZENE
28 VERDZEKOV ("defendant") and the United States Attorney's Office for
the Central District of California (the "USAO") in the above-
captioned case. This agreement is limited to the USAO and cannot
bind any other federal, state, local, or foreign prosecuting,
enforcement, administrative, or regulatory authorities.

29 DEFENDANT'S OBLIGATIONS

30 2. Defendant agrees to:

31 a. At the earliest opportunity requested by the USAO and
32 provided by the Court, appear and plead guilty to the single-count
33 Indictment in United States v. Sylas Verdzekov, et al., No. 2:25-CR-

1 00123-AB-1, which charges defendant with Conspiracy to Commit Money
2 Laundering, in violation of 18 U.S.C. § 1956(h).

3 b. Not contest facts agreed to in this agreement.

4 c. Abide by all agreements regarding sentencing contained
5 in this agreement.

6 d. Appear for all court appearances, surrender as ordered
7 for service of sentence, obey all conditions of any bond, and obey
8 any other ongoing court order in this matter.

9 e. Not commit any crime; however, offenses that would be
10 excluded for sentencing purposes under United States Sentencing
11 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
12 within the scope of this agreement.

13 f. Be truthful at all times with the United States
14 Probation and Pretrial Services Office and the Court.

15 g. Pay the applicable special assessment at or before the
16 time of sentencing unless defendant has demonstrated a lack of
17 ability to pay such assessments.

18 h. Defendant agrees that any and all criminal debt
19 ordered by the Court will be due in full and immediately. The
20 government is not precluded from pursuing, in excess of any payment
21 schedule set by the Court, any and all available remedies by which to
22 satisfy defendant's payment of the full financial obligation,
23 including referral to the Treasury Offset Program.

24 i. Complete the Financial Disclosure Statement on a form
25 provided by the USAO and, within 30 days of defendant's entry of a
26 guilty plea, deliver the signed and dated statement, along with all
27 of the documents requested therein, to the USAO by either email at
28 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial

1 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
2 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
3 criminal debt shall be assessed based on the completed Financial
4 Disclosure Statement and all required supporting documents, as well
5 as other relevant information relating to ability to pay.

6 j. Authorize the USAO to obtain a credit report upon
7 returning a signed copy of this plea agreement.

8 k. Consent to the USAO inspecting and copying all of
9 defendant's financial documents and financial information held by the
10 United States Probation and Pretrial Services Office.

11 3. Defendant further agrees:

12 a. To forfeit all right, title, and interest in and to
13 any and all monies, properties, and/or assets of any kind, derived
14 from or acquired as a result of, or used to facilitate the commission
15 of, or involved in the illegal activity to which defendant is
16 pleading guilty, specifically including, but not limited to, the
17 following (paragraphs 3(a)(i)-3(a)(iv) below, collectively, the
18 "Forfeitable Property"):

19 i. The following Bank Funds:

20 (I) \$247,247.20 in Bank Funds seized from a
21 JPMorgan Chase Bank account with the last four digits ending in 3573;

22 (II) \$1,765.04 in Bank Funds seized from a
23 JPMorgan Chase Bank account with the last four digits ending in 8286;

24 (III) \$98,120.00 in Bank Funds seized from a
25 Bank of America account with the last four digits ending in 8949;

26 (IV) \$113,136.34 in Bank Funds seized from a Bank
27 of America account with the last four digits ending in 9849;

1 (V) \$15,990.15 in Bank Funds seized from a Bank
2 of America account with the last four digits ending in 1502;

3 (VI) \$104,034.65 in Bank Funds seized from a Bank
4 of America account with the last four digits ending in 5326;

5 (VII) \$31.87 in Bank Funds seized from a Bank
6 of America account with the last four digits ending in 3289;

7 (VIII) \$8,776.39 in Bank Funds seized from a
8 Bank of America account with the last four digits ending in 7805;

9 (IX) \$125,012.11 in Bank Funds seized from a
10 Bank of America account with the last four digits ending in 7794;

11 (X) \$37,340.06 in Bank Funds seized from a Bank
12 of America account with the last four digits ending in 5856;

13 (XI) \$51,950.30 in Bank Funds seized from a Bank
14 of America account with the last four digits ending in 7833;

15 (XII) \$76.16 in Bank Funds seized from a Bank
16 of America account with the last four digits ending in 0117;

17 (XIII) \$1,109.31 in Bank Funds seized from a
18 Bank of America account with the last four digits ending in 8501;

19 (XIV) \$170,012.63 in Bank Funds seized from a
20 Bank of America account with the last four digits ending in 1183;

21 (XV) \$49,515.77 in Bank Funds seized from a Bank
22 of America account with the last four digits ending in 3255;

23 (XVI) \$39,800.87 in Bank Funds seized from a
24 Bank of America account with the last four digits ending in 2790;

25 (XVII) \$18.18 in Bank Funds seized from a Bank
26 of America account with the last four digits ending in 3284;

27 (XVIII) \$9.48 in Bank Funds seized from a Bank
28 of America account with the last four digits ending in 3242;

1 (XIX) \$7.65 in Bank Funds seized from a Bank
2 of America account with the last four digits ending in 9892;

3 (XX) \$4.54 in Bank Funds seized from a Bank of
4 America account with the last four digits ending in 3268;

5 (XXI) \$0.55 in Bank Funds seized from a Bank
6 of America account with the last four digits ending in 3271;

7 (XXII) \$40,470.82 in Bank Funds seized from a
8 Wells Fargo account with the last four digits ending in 1885.

9 (XXIII) \$90,155.23 in Bank Funds seized from a
10 Wells Fargo account with the last four digits ending in 0909;

11 (XXIV) \$40 in Bank Funds seized from a Wells
12 Fargo account with the last four digits ending in 2276;

13 (XXV) All Bank Funds located at Unify Credit
14 Union for membership account ending in 6107;

15 (XXVI) All Bank Funds located at Credit Union
16 of Southern California for membership account ending in 3613;

17 (XXVII) All Bank Funds on deposit in JP Morgan
18 Chase account with the last four digits ending in 1757;

19 (XXVIII) All Bank Funds on deposit in JP Morgan
20 Chase account with the last four digits ending in 9367;

21 (XXIX) All Bank Funds on deposit in JP Morgan
22 Chase account with the last four digits ending in 8551;

23 (XXX) All Bank Funds on deposit in JP Morgan
24 Chase account with the last four digits ending in 1819;

25 (XXXI) All Bank Funds on deposit in JP Morgan
26 Chase with the last four digits ending in 2655;

27 (XXXII) All Bank Funds on deposit in JP Morgan
28 Chase with the last four digits ending in 5867;

1 (XXXIII) All Bank Funds on deposit in JP Morgan
2 Chase with the last four digits ending in 2108;

3 (XXXIV) All Bank Funds on deposit in JP Morgan
4 Chase with the last four digits ending in 2865;

5 (XXXV) All Bank Funds on deposit in JP Morgan
6 Chase with the last four digits ending in 3152;

7 (XXXVI) All Bank Funds on deposit in JP Morgan
8 Chase with the last four digits ending in 9003;

9 (XXXVII) All Bank Funds on deposit in JP Morgan
10 Chase with the last four digits ending in 8260;

11 (XXXVIII) All Bank Funds on deposit in JP Morgan
12 Chase with the last four digits ending in 8286;

13 (XXXIX) All Bank Funds on deposit in JP Morgan
14 Chase with the last four digits ending in 8286;

15 (XL) All Bank Funds on deposit in US Bank account
16 with the last four digits ending in 8873;

17 (XLI) All Bank Funds on deposit in US Bank
18 account with the last four digits ending in 8881;

19 (XLII) All Bank Funds on deposit in Bank of
20 America with the last four digits ending in 9160;

21 (XLIII) All Bank Funds on deposit in Bank of
22 America account with the last four digits ending in 7654;

23 ii. The following cryptocurrency:

24 (I) 0.00041331 BTC from wallet address,
25 bc1qp5px09t6skjr9j5cxp8qsvvarxywhjjdpcgf6ye (USD value at time of
26 transfer \$36.26);

27

28

1 (II) 0.079668030146899102 ETH from wallet
2 address, 0xf8E7392Cb4FF992a75f54588B36c24cf373855fD (USD value at
3 time of transfer \$173.96);

4 (III) 161.012335 TRX from wallet address,
5 TH925vHUhhWPDdD67CQ3VKcqGvTDCxcgou (USD value at time of transfer
6 \$39.02);

7 (IV) 45.799647 USDT-ETH from wallet address,
8 0xf8E7392Cb4FF992a75f54588B36c24cf373855fD (USD value at time of
9 transfer \$45.78); and

10 (V) 1,165,063.541977 USDT-TRX from wallet
11 address, TH925vHUhhWPDdD67CQ3VKcqGvTDCxcgou (USD value at time of
12 transfer \$1,164,714.02).

13 iii. The following property seized on February 27,
14 2025, at 16301 Butterfield Ranch Road #16302, Chino Hills, CA 91709:

15 (I) \$36,950 in U.S. Currency; and

16 (II) \$134,250 in postal money orders.

17 iv. The following property seized on February 27,
18 2025, at 15315 Red Barn Court, Unit D-1176, Chino Hills, CA 91709:

19 (I) \$3,789.11 in six cashier's checks.

20 b. To the Court's entry of an order of forfeiture at or
21 before sentencing with respect to the Forfeitable Property and to the
22 forfeiture of the assets.

23 c. That the Preliminary Order of Forfeiture shall become
24 final as to the defendant upon entry.

25 d. To take whatever steps are necessary to pass to the
26 United States clear title to the Forfeitable Property, including,
27 without limitation, the execution of a consent decree of forfeiture

1 and the completing of any other legal documents required for the
2 transfer of title to the United States.

3 e. Not to contest any administrative forfeiture
4 proceedings or civil judicial proceedings commenced against the
5 Forfeitable Property. If defendant submitted a claim and/or petition
6 for remission for all or part of the Forfeitable Property on behalf
7 of himself or any other individual or entity, defendant shall and
8 hereby does withdraw any such claims or petitions, and further agrees
9 to waive any right he may have to seek remission or mitigation of the
10 forfeiture of the Forfeitable Property. Defendant further waives any
11 and all notice requirements of 18 U.S.C. § 983(a)(1)(A).

12 f. Not to assist any other individual in any effort
13 falsely to contest the forfeiture of the Forfeitable Property.

14 g. Not to claim that reasonable cause to seize the
15 Forfeitable Property was lacking.

16 h. To prevent the transfer, sale, destruction, or loss of
17 the Forfeitable Property to the extent defendant has the ability to
18 do so.

19 i. That forfeiture of Forfeitable Property shall not be
20 counted toward satisfaction of any special assessment, fine,
21 restitution, costs, or other penalty the Court may impose.

22 j. With respect to any criminal forfeiture ordered as a
23 result of this plea agreement, defendant waives: (1) the requirements
24 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding
25 notice of the forfeiture in the charging instrument, announcements of
26 the forfeiture at sentencing, and incorporation of the forfeiture in
27 the judgment; (2) all constitutional and statutory challenges to the
28 forfeiture (including by direct appeal, habeas corpus or any other

1 means); and (3) all constitutional, legal, and equitable defenses to
2 the forfeiture of the Forfeitable Property in any proceeding on any
3 grounds including, without limitation, that the forfeiture
4 constitutes an excessive fine or punishment. Defendant acknowledges
5 that the forfeiture of the Forfeitable Property is part of the
6 sentence that may be imposed in this case and waives any failure by
7 the Court to advise defendant of this, pursuant to Federal Rule of
8 Criminal Procedure 11(b)(1)(J), at the time the Court accepts
9 defendant's guilty plea.

10 THE USAO'S OBLIGATIONS

11 4. The USAO agrees to:

12 a. Not contest facts agreed to in this agreement.

13 b. Abide by all agreements regarding sentencing contained
14 in this agreement.

15 c. At the time of sentencing, provided that defendant
16 demonstrates an acceptance of responsibility for the offense up to
17 and including the time of sentencing, recommend a two-level reduction
18 in the applicable Sentencing Guidelines offense level, pursuant to
19 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
20 additional one-level reduction if available under that section.

21 d. Except for criminal tax violations (including
22 conspiracy to commit such violations chargeable under 18 U.S.C.
23 § 371), not further criminally prosecute defendant for violations of
24 18 U.S.C. § 1028A (Aggravated Identity Theft), 18 U.S.C. § 1341 (Mail
25 Fraud), 18 U.S.C. § 1343 (Wire Fraud), 18 U.S.C. § 1344 (Bank Fraud),
26 18 U.S.C. § 1349 (Conspiracy), 18 U.S.C. §§ 1956 and 1957 (Money
27 Laundering), or 18 U.S.C. § 1544 (Misuse of a Passport), arising out
28 of defendant's conduct described in the agreed-to factual basis set

1 forth in paragraph 12 below. Defendant understands that the USAO is
2 free to criminally prosecute defendant for any other unlawful past
3 conduct or any unlawful conduct that occurs after the date of this
4 agreement. Defendant agrees that at the time of sentencing the Court
5 may consider the uncharged conduct in determining the applicable
6 Sentencing Guidelines range, the propriety and extent of any
7 departure from that range, and the sentence to be imposed after
8 consideration of the Sentencing Guidelines and all other relevant
9 factors under 18 U.S.C. § 3553(a).

10 NATURE OF THE OFFENSE

11 5. Defendant understands that for defendant to be guilty of
12 the crime charged in the single-count Indictment, that is, Conspiracy
13 to Commit Money Laundering, in violation of Title 18, United States
14 Code, Section 1956(h), the following must be true: (1) there was an
15 agreement to commit money laundering; (2) the defendant knew the
16 objective of the agreement; and (3) the defendant joined the
17 agreement with the intent to further its unlawful purpose.

18 6. Defendant understands that for defendant to be guilty of
19 the object of the conspiracy charged in the single-count Indictment,
20 that is, concealment money laundering, in violation of Title 18,
21 United States Code, Section 1956(a)(1)(B)(i), the following must be
22 true: (1) the defendant conducted or intended to conduct a financial
23 transaction involving property that represented the proceeds of
24 unlawful activity; (2) the defendant knew that the property
25 represented the proceeds of some form of unlawful activity; and
26 (3) the defendant knew that the transaction was designed in whole or
27 in part to conceal or disguise the nature, location, source,
28 ownership, or control of the proceeds.

PENALTIES AND RESTITUTION

7. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Sections 1956(h) and 1956(a)(1)(B)(i), is: 20 years' imprisonment; a three-year period of supervised release; a fine of \$500,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100.

8. Defendant understands that defendant will be required to pay full restitution to the victims of the offense to which defendant is pleading guilty. Defendant agrees that, in return for the USAO's compliance with its obligations under this agreement, the Court may order restitution to persons other than the victims of the offense to which defendant is pleading guilty and in amounts greater than those alleged in the count to which defendant is pleading guilty. In particular, defendant agrees that the Court may order restitution to any victim of any of the following for any losses suffered by that victim as a result: (a) any relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with the offense to which defendant is pleading guilty; and (b) any charges not prosecuted pursuant to this agreement as well as all relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with those charges. The parties currently believe that the applicable amount of restitution is approximately \$10,549,571.87, but recognize and agree that this amount could change based on facts that come to the attention of the parties prior to sentencing.

9. Defendant understands that supervised release is a period of time following imprisonment during which defendant will be subject

1 to various restrictions and requirements. Defendant understands that
2 if defendant violates one or more of the conditions of any supervised
3 release imposed, defendant may be returned to prison for all or part
4 of the term of supervised release authorized by statute for the
5 offense that resulted in the term of supervised release, which could
6 result in defendant serving a total term of imprisonment greater than
7 the statutory maximum stated above.

8 10. Defendant understands that, by pleading guilty, defendant
9 may be giving up valuable government benefits and valuable civic
10 rights, such as the right to vote, the right to possess a firearm,
11 the right to hold office, and the right to serve on a jury. Defendant
12 understands that he is pleading guilty to a felony and that it is a
13 federal crime for a convicted felon to possess a firearm or
14 ammunition. Defendant understands that the conviction in this case
15 may also subject defendant to various other collateral consequences,
16 including but not limited to revocation of probation, parole, or
17 supervised release in another case and suspension or revocation of a
18 professional license. Defendant understands that unanticipated
19 collateral consequences will not serve as grounds to withdraw
20 defendant's guilty plea.

21 11. Defendant and his counsel have discussed the fact that, and
22 defendant understands that, if defendant is not a United States
23 citizen, the conviction in this case makes it practically inevitable
24 and a virtual certainty that defendant will be removed or deported
25 from the United States. Defendant may also be denied United States
26 citizenship and admission to the United States in the future.
27 Defendant understands that while there may be arguments that
28 defendant can raise in immigration proceedings to avoid or delay

1 removal, removal is presumptively mandatory and a virtual certainty
2 in this case. Defendant further understands that removal and
3 immigration consequences are the subject of a separate proceeding and
4 that no one, including his attorney or the Court, can predict to an
5 absolute certainty the effect of his conviction on his immigration
6 status. Defendant nevertheless affirms that he wants to plead guilty
7 regardless of any immigration consequences that his plea may entail,
8 even if the consequence is automatic removal from the United States.

9 FACTUAL BASIS

10 12. Defendant admits that defendant is, in fact, guilty of the
11 offense to which defendant is agreeing to plead guilty. Defendant
12 and the USAO agree to the statement of facts provided below and agree
13 that this statement of facts is sufficient to support a plea of
14 guilty to the charge described in this agreement and to establish the
15 Sentencing Guidelines factors set forth in paragraph 14 below but is
16 not meant to be a complete recitation of all facts relevant to the
17 underlying criminal conduct or all facts known to either party that
18 relate to that conduct.

19 Introduction

20 Beginning no later than on or about November 30, 2021, and
21 continuing to February 27, 2025, in Los Angeles County, within the
22 Central District of California, and elsewhere, defendant SYLAS
23 VERDZEKOV agreed with Co-Conspirator 1, Unknown Co-Conspirators 2-5,
24 Mustapha Selly Yamie, Lovert Che, and other co-conspirators, to
25 knowingly and intentionally commit money laundering, in violation of
26 18 U.S.C. § 1956(a)(1)(B)(i), by conducting or attempting to conduct
27 financial transactions affecting interstate and foreign commerce with
28 the intent to conceal and disguise the nature, location, source,

1 ownership, and control of the proceeds of specified unlawful
2 activities, namely, mail fraud in violation of 18 U.S.C. § 1341, and
3 wire fraud in violation of 18 U.S.C. § 1343. Defendant joined this
4 agreement knowing its objective and with the intent to further its
5 unlawful purpose.

6 **The Elder Fraud and Real Estate Fraud Schemes**

7 The proceeds of specified unlawful activity that defendant and
8 his co-conspirators laundered and conspired to launder were generated
9 primarily through mail and wire fraud schemes consisting of elder
10 fraud scams, real estate scams, and other fraud schemes. The elder
11 fraud scams consisted of an elderly victim being targeted by one or
12 more imposters purporting to be representatives of companies, banks,
13 or government agencies. Using false pretenses, representations, and
14 promises, the imposter deceived the elderly victim into believing
15 that the victim's bank account had been compromised and would trick
16 the victim into sending money by interstate wire or check to the
17 imposter, under false pretenses. One elder fraud scheme involved a
18 computer Pop-up/phishing scam where victims received pop-ups and/or
19 emails saying their computers are corrupted. Other victims received
20 invoices for fictitious payments they never authorized. When the
21 victims called the phone numbers that appeared in the messages,
22 unknown co-conspirators created an elaborate trust and confidence
23 scam and eventually convinced the victims to empty their supposedly
24 compromised bank accounts, purchase cashier's checks, and send the
25 cashier's checks to private mailboxes controlled by defendant and
26 others.

27 The real estate scams consisted of an imposter pretending to act
28 as a purported seller of real property, when in fact, the purported

1 seller was not the actual owner of the property and had no authority
2 to sell it. Using false pretenses, representations, and promises,
3 the imposter deceived the victim into believing that they were
4 entering into a legitimate sale of the property and tricked the
5 victim into sending money by interstate wire or mailing a check to
6 the imposter, under false pretenses. In one such scheme, unknown co-
7 conspirators initiated the sale of a property they did not own out of
8 state at a dramatically reduced price (less than 50% of the actual
9 value). The properties were empty lots that had not transferred
10 ownership for several years. The co-conspirators created a fake
11 identification matching that of the actual owner of the property.
12 All communication with the buyer and escrow company was via email.
13 The escrow company wired the funds of the alleged sale to bank
14 accounts controlled by the defendant's co-conspirators.

15 **The Money Laundering Conspiracy**

16 Defendant, Co-Conspirator 1 ("CC-1"), Unknown Co-Conspirators 2-
17 5 ("UICCs 2-5"), Mustapha Selly Yamie, Lovert Che, and others
18 (collectively, the "co-conspirators"), conspired to launder and
19 laundered the proceeds of the above-described elder fraud scams, real
20 estate scams, and other fraud schemes. Defendant and his co-
21 conspirators engaged in thousands of financial transactions designed
22 to conceal and disguise the nature, location, source, ownership, and
23 control of the proceeds of these elder fraud scams, real estate
24 schemes, and other fraud schemes. Defendant was an organizer and
25 leader of the money laundering conspiracy, and the conspiracy
26 involved five or more participants and was otherwise extensive. To
27 carry out the money laundering conspiracy, and at defendant's
28 direction:

- 1 • Defendant and his co-conspirators obtained or created fake
2 identification documents, including passports and driver's
3 licenses, using synthetic identities, that is, fake
4 identities created using personally identifiable
5 information consisting of a mix of stolen, fictitious, and
6 real information.
- 7 • Defendant and his co-conspirators used the synthetic
8 identities to incorporate over 36 shell companies, which
9 did not conduct any legitimate business and were
10 incorporated solely to further the conspiracy.
- 11 • Defendant and his co-conspirators opened at least 145 bank
12 accounts and at least 32 private mailboxes under the names
13 of synthetic identities and shell companies.
- 14 • Defendant and his co-conspirators caused the proceeds of
15 elder fraud scams, real estate scams, and other mail and
16 wire fraud schemes to be sent by the victims to bank
17 accounts and private mailboxes that defendant and his co-
18 conspirators controlled.
- 19 • Defendant and his co-conspirators deposited the funds from
20 victims into bank accounts they controlled and that they
21 opened under synthetic identities and shell companies.
- 22 • Defendant and his co-conspirators quickly transferred a
23 substantial portion of those funds through cashier's
24 checks, postal money orders, Automated Clearing House
25 transfers, and wires to other accounts they controlled or
26 mobile payment applications.
- 27 • And, defendant and his co-conspirators made large cash
28 withdrawals to use the stolen funds on personal expenses.

1 Specifically, defendant communicated over the phone with Unknown
2 Co-Conspirators 2-5, some of whom were based outside of the United
3 States including in India, about the proceeds of mail and wire fraud
4 schemes being transferred to bank accounts and private mailboxes
5 located in the United States. Upon receipt of this information from
6 UICCs 2-5, defendant informed Mustapha Selly Yamie, Lovert Che, and
7 other co-conspirators about the incoming criminally-derived proceeds,
8 including in the form of wire transfers, cashier's checks, personal
9 checkbooks, and other items of value. Defendant, co-conspirators
10 Selly Yamie and Che, and other co-conspirators, communicated about
11 obtaining or creating synthetic identity documents, and about opening
12 bank accounts or private mailboxes under those synthetic identities,
13 to receive those criminally-derived funds caused to be sent by
14 defendant through UICCs 2-5. Defendant directed co-conspirators
15 Selly Yamie and Che, and other co-conspirators, to retrieve or
16 transfer the criminally-derived proceeds from a bank account or
17 private mailbox. Then, defendant, and also at defendant's direction
18 co-conspirators Selly Yamie and Che, and other co-conspirators,
19 engaged in numerous financial transactions designed to conceal the
20 nature of the criminally-derived proceeds, as described below.

21 Defendant's offense involved sophisticated laundering, including
22 the following:

23 • Multiple accounts at numerous financial institutions opened
24 with multiple synthetic identities and shell companies.

25 • Two or more levels (i.e., layering) of transactions or
26 transfers involving criminally derived funds that were
27 intended to appear legitimate. Defendant did so through
28 depositing victim funds into bank accounts opened via

1 synthetic identifications or shell companies; quickly
2 drawing the funds through cash withdrawals, cashier's
3 checks, or purchases of postal money orders; or withdrawing
4 funds and depositing them into other synthetic identity
5 accounts controlled by defendant and his co-conspirators or
6 other accounts.

7 Defendant directed and instructed others throughout the money
8 laundering process, including in how to acquire fake identities
9 including fake passports and driver's licenses; how to provide
10 defendant with bank accounts that would be used to launder funds; how
11 to open mailboxes under synthetic identities; how to deposit funds,
12 withdraw cash, purchase postal money orders, and obtain cashier's
13 checks; and how to deposit laundered proceeds into accounts
14 controlled by other co-conspirators. After criminally-derived funds
15 had been laundered, defendant remitted a substantial portion of the
16 laundered funds to CC-1 and UICCs 2-5, including in cash, cashier's
17 checks, mortgage payments, and deposits into bank accounts controlled
18 by CC-1 and UICCs 2-5. Defendant retained a negotiated percentage of
19 the laundered funds for the services he, and others at his direction,
20 provided in laundering the criminally-derived proceeds.

21 Further, defendant was in the business of laundering funds as
22 evidenced by him: regularly engaging in laundering funds, engaging in
23 laundering funds over an extended period of time, engaging in
24 laundering funds from multiple sources, and generating a substantial
25 amount of revenue in return for laundering funds.

26 • For example, defendant regularly engaged in laundering
27 funds over an approximately four-plus year period, where he
28 conducted thousands of financial transactions, including

numerous withdrawals and deposits ranging from \$100 to \$415,000, from bank accounts created using shell companies and synthetic identities. Defendant knew the bank accounts were funded by deposits directly or indirectly from the proceeds of multiple sources such as elder fraud, real estate fraud, and other mail and wire fraud schemes.

- Additionally, defendant participated in the money laundering conspiracy for over four years, between approximately September 2020 and continuing to February 27, 2025.
- Further, defendant personally used at least twenty synthetic identities to receive and launder the proceeds of mail and wire fraud schemes. In total, those accounts generated a substantial amount of revenue, specifically, at least \$8,713,532.07.
- In total, and at defendant's direction and control, defendant and his co-conspirators laundered at least approximately \$10,549,571.87 in funds provided by at least approximately 100 victims of elder fraud scams, real estate scams, and other fraud schemes.

Defendant and his co-conspirators committed several acts in furtherance of the conspiracy. The following are merely representative victims and overt acts.

Victim R.P.

On November 30, 2021, co-conspirator Mustapha Selly Yamie, using the synthetic identity "Jerome Calhoun," caused to be incorporated in California a shell company called "Romehoun Sales." On January 5, 2022, Mustapha, using the "Jerome Calhoun" synthetic identity, caused

1 to be opened a JP Morgan Chase bank account ending in -9166 in the
2 name of Romehoun Sales (the "Romehoun Sales Chase account").

3 On September 12, 2022, defendant's co-conspirators, posing as
4 employees of Microsoft and Wells Fargo, called victim R.P., an 82-
5 year-old man from Lake Elsinore, California, and tricked and deceived
6 R.P. by claiming that his computer and bank account had been
7 compromised, and that he needed to wire \$43,000 from his family trust
8 account to the Romehoun Sales Chase account, which R.P. thereafter
9 did.

10 Between September 12 and October 4, 2022, defendant and co-
11 conspirator Mustapha exchanged a series of text messages about the
12 Romehoun Sales company and bank accounts and about the funds stolen
13 from victim R.P. For example, on September 12, 2022, defendant
14 texted co-conspirator Mustapha, "Check roumhoun. 43K." Defendant
15 then sent Mustapha two images -- one of the wire confirmation from
16 R.P., and the other of R.P.'s driver's license -- instructing
17 Mustapha to withdraw \$9,500 from inside the bank and more from the
18 ATM ("Enter bank and do \$9,500. Then atm. For today . . . Then
19 tomorrow the same.") Mustapha replied, "Copy" and "Running to chase
20 now." On October 4, 2022, Mustapha texted defendant, "That's why
21 Romehoun is staying. It was the first one we ever made."

22 Between the day R.P.'s proceeds were deposited into the Romehoun
23 Sales Chase account, and continuing to October 19, 2022, Mustapha
24 withdrew over \$45,000 from the account, consisting almost entirely of
25 R.P.'s stolen funds. Specifically, in a five-week span, Mustapha
26 made 12 withdrawals ranging from \$400 to \$3,000, and then concluding
27 with a \$25,000 withdrawal on October 19, 2022.

28

1 **Victims S.K. and L.K.**

2 On August 23, 2022, defendant and co-conspirator Mustapha
3 exchanged text messages about the synthetic identity of "George
4 Obeng," specifically, a photograph of a fake driver's license and
5 passport from the Republic of Malawi bearing the name and purported
6 date of birth for "George Obeng." On August 29, 2022, defendant and
7 co-conspirator Mustapha caused to be opened a Wells Fargo bank
8 account ending in -9398 under the synthetic identity of George Obeng
9 (the "Obeng Wells Fargo account"), using the above-described
10 information on the fake Malawi passport.

11 On January 3, 2023, defendant's co-conspirators, operating an
12 email pop-up scam, tricked and deceived S.K., an 80-year-old man from
13 Hilo, Hawaii, and his wife, L.K., into mailing a \$90,000 cashier's
14 check, made out to "George Obeng," to a private mailbox located in
15 Redondo Beach, California. On January 5, 2023, defendant deposited
16 the \$90,000 cashier's check from victims S.K. and L.K. into the Obeng
17 Wells Fargo account. On January 26, 2023, after FBI agents executed
18 a seizure warrant for the Obeng Wells Fargo account and recovered the
19 \$90,000 from it, defendant sent co-conspirator Mustapha a text
20 message stating in part, "all my George obeng accounts closed."

21 **Victim J.G.**

22 On March 1, 2023, co-conspirator Mustapha caused a private
23 mailbox located at 21213 Hawthorne Boulevard, Suite 5090, Torrance,
24 California (the "Torrance Mailbox") to be opened under the synthetic
25 identity of "George Campbell" using a fake Illinois driver's license.
26 Co-conspirator Mustapha also used the same synthetic identity to rent
27 another private mailbox with a fake French passport bearing the name
28 of George Campbell.

1 Between March 3 and March 7, 2023, defendant's co-conspirators,
2 posing as federal law enforcement agents, tricked and deceived J.G.,
3 a 79-year-old woman from Brea, California, into sending two checks
4 each worth approximately \$249,900 to the Torrance Mailbox. On March
5 4, 2023, defendant sent co-conspirator Mustapha a text message with a
6 photograph of the first \$249,900 cashier's check stolen from victim
7 J.G., and then texted Mustapha, "We need more mailboxes [because]
8 checks better than wires." Mustapha replied, "Far better" and "I'll
9 get more," referring to mailboxes. On March 8, 2023, defendant
10 texted Mustapha a photograph of the second check stolen from victim
11 J.G.

12 **Victim A.B.**

13 On March 10, 2023, at defendant's direction, co-conspirator
14 Mustapha caused to be registered in California a shell company called
15 "Kevin Houseflip LLC" using the synthetic identity "Kevin Booker."
16 Thereafter, Mustapha caused to be opened a private mailbox located at
17 2768 Sepulveda Boulevard, Unit 18, Torrance, California (the
18 "Sepulveda Mailbox") using the synthetic identity of Kevin Booker.

19 On June 30, 2023, defendant's co-conspirators, operating a
20 phishing email scam, tricked and deceived victim A.B., an 85-year-old
21 woman from Vista California, into sending signed, blank checks
22 associated with A.B.'s personal bank account to the Sepulveda
23 Mailbox. After A.B. sent her checkbook to the Sepulveda Mailbox,
24 defendant wrote approximately 16 checks from A.B.'s checkbook between
25 July 3 and July 24, 2023, totaling approximately \$1,064,004. The
26 checks were made out to and deposited into several bank accounts
27 opened using synthetic identities or shell companies, including Kevin
28 Houseflip, Torres IT, Fuasami Container, Fuasami Motors, Whiskey

1 Distributors, Obale Tech, and Obale Sales. At defendant's direction,
2 Mustapha thereafter conducted several financial transactions designed
3 to conceal the nature and origin of those checks, including by
4 purchasing postal money orders, transferring funds to other synthetic
5 identity accounts, and withdrawing at least \$155,000 in cash.

6 **Victim Business 1**

7 Victim Business 1 was a law firm based in Naples, Florida. In
8 around March 2023, a client of Victim Business 1 attempted to
9 purchase an empty lot located in Alva, Florida, from an unknown co-
10 conspirator fraudulently identifying himself as W.K., a real person,
11 who falsely misrepresented that he owned the property. The W.K.
12 impersonator co-conspirator operating a real estate scam described
13 above, provided a Florida license and fraudulent notarized documents
14 stating that he, along with A.L., a real person, owned the property,
15 when in fact they did not. The unknown co-conspirators thereafter
16 tricked and deceived Victim Business 1 into mailing a \$124,021 check
17 to an address in Tarzana, California.

18 On April 18, 2023, defendant deposited the \$124,021 check from
19 Victim Business 1 to a Wells Fargo bank account ending in -7668 that
20 defendant caused to be open in the name of victim W.K.

21 **Victim Business 2**

22 On August 12, 2022, defendant and others caused to be opened
23 Wells Fargo bank account ending in -1121 in the name of shell company
24 Whiskey Distributors (the "Whiskey Distributors Wells Fargo
25 account"), using the synthetic identity of Kevin Brown.

26 On December 16, 2022, an unknown co-conspirator posing as
27 M.M., a real person, and operating a real estate scheme, signed a
28 warranty deed granting the sale of three empty lots for \$63,962. The

1 unknown conspirator tricked and deceived Victim Business 2, a law
 2 firm in Florida, into mailing a check for that amount to the Whiskey
 3 Distributors Wells Fargo account. On December 19, 2022, defendant
 4 withdrew approximately \$2,000 from this bank account traceable at
 5 least in part to fraud proceeds from Victim Business 2.

6 SENTENCING FACTORS

7 13. Defendant understands that in determining defendant's
 8 sentence the Court is required to calculate the applicable Sentencing
 9 Guidelines range and to consider that range, possible departures
 10 under the Sentencing Guidelines, and the other sentencing factors set
 11 forth in 18 U.S.C. § 3553(a). Defendant understands that the
 12 Sentencing Guidelines are advisory only, that defendant cannot have
 13 any expectation of receiving a sentence within the calculated
 14 Sentencing Guidelines range, and that after considering the
 15 Sentencing Guidelines and the other § 3553(a) factors, the Court will
 16 be free to exercise its discretion to impose any sentence it finds
 17 appropriate up to the maximum set by statute for the crime of
 18 conviction.

19 14. Defendant and the USAO agree to the following applicable
 20 Sentencing Guidelines factors:

21 Base Offense Level:	28	[U.S.S.G. § 2S1.1(a) (2),
		U.S.S.G. § 2B1.1(b) (1) (K)]
23 Business of Laundering Funds:	+4	[U.S.S.G. § 2S1.1(b) (2) (C)]
24 Sophisticated Laundering:	+2	[U.S.S.G. § 2S1.1(b) (3)]
25 Aggravating Role:	+4	[U.S.S.G. § 3B1.1(a)]

26 Defendant and the USAO reserve the right to argue that additional
 27 specific offense characteristics, adjustments, and departures under
 28 the Sentencing Guidelines are appropriate.

15. Defendant understands that there is no agreement as to defendant's criminal history or criminal history category.

16. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

17. Defendant understands that by pleading guilty, defendant gives up the following rights:

- a. The right to persist in a plea of not guilty.
- b. The right to a speedy and public trial by jury.
- c. The right to be represented by counsel -- and if
have the Court appoint counsel -- at trial. Defendant
has, however, that, defendant retains the right to be
represented by counsel -- and if necessary have the Court appoint
counsel -- at every other stage of the proceeding.
- d. The right to be presumed innocent and to have the
proof placed on the government to prove defendant guilty
beyond a reasonable doubt.
- e. The right to confront and cross-examine witnesses
against defendant.
- f. The right to testify and to present evidence in
relation to the charges, including the right to compel the
attendance of witnesses to testify.
- g. The right not to be compelled to testify, and, if
defendant chose not to testify or present evidence, to have that
not be used against defendant.

h. Any and all rights to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could be filed.

WAIVER OF APPEAL OF CONVICTION

5 18. Defendant understands that, with the exception of an appeal
6 based on a claim that defendant's guilty plea was involuntary, by
7 pleading guilty defendant is waiving and giving up any right to
8 appeal defendant's conviction on the offense to which defendant is
9 pleading guilty. Defendant understands that this waiver includes,
10 but is not limited to, arguments that the statutes to which defendant
11 is pleading guilty are unconstitutional, and any and all claims that
12 the statement of facts provided herein is insufficient to support
13 defendant's plea of guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

15 19. Defendant agrees that, provided the Court imposes a term of
16 imprisonment within or below the range corresponding to an offense
17 level of 35 and the criminal history category calculated by the
18 Court, defendant gives up the right to appeal all of the following:
19 (a) the procedures and calculations used to determine and impose any
20 portion of the sentence; (b) the term of imprisonment imposed by the
21 Court; (c) the fine imposed by the Court, provided it is within the
22 statutory maximum; (d) to the extent permitted by law, the
23 constitutionality or legality of defendant's sentence, provided it is
24 within the statutory maximum; (e) the amount and terms of any
25 restitution order, provided it requires payment of no more than
26 \$10,549,571.87; (f) the term of probation or supervised release
27 imposed by the Court, provided it is within the statutory maximum;
28 and (g) any of the following conditions of probation or supervised

1 release imposed by the Court: the conditions set forth in Second
2 Amended General Order 20-04 of this Court; the drug testing
3 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
4 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

5 20. Defendant also gives up any right to bring a post-
6 conviction collateral attack on the conviction or sentence, including
7 any order of restitution, except a post-conviction collateral attack
8 based on a claim of ineffective assistance of counsel, a claim of
9 newly discovered evidence, or an explicitly retroactive change in the
10 applicable Sentencing Guidelines, sentencing statutes, or statutes of
11 conviction. Defendant understands that this waiver includes, but is
12 not limited to, arguments that the statutes to which defendant is
13 pleading guilty are unconstitutional, and any and all claims that the
14 statement of facts provided herein is insufficient to support
15 defendant's plea of guilty.

16 21. The USAO agrees that, provided (a) all portions of the
17 sentence are at or below the statutory maximum specified above and
18 (b) the Court imposes a term of imprisonment within or above the
19 range corresponding to an offense level of 35 and the criminal
20 history category calculated by the Court, the USAO gives up its right
21 to appeal any portion of the sentence, with the exception that the
22 USAO reserves the right to appeal the amount of restitution ordered
23 if that amount is less than \$10,549,571.87.

24 RESULT OF WITHDRAWAL OF GUILTY PLEA

25 22. Defendant agrees that if, after entering a guilty plea
26 pursuant to this agreement, defendant seeks to withdraw and succeeds
27 in withdrawing defendant's guilty plea on any basis other than a
28 claim and finding that entry into this plea agreement was

1 involuntary, then (a) the USAO will be relieved of all of its
2 obligations under this agreement; and (b) should the USAO choose to
3 pursue any charge that was either dismissed or not filed as a result
4 of this agreement, then (i) any applicable statute of limitations
5 will be tolled between the date of defendant's signing of this
6 agreement and the filing commencing any such action; and
7 (ii) defendant waives and gives up all defenses based on the statute
8 of limitations, any claim of pre-indictment delay, or any speedy
9 trial claim with respect to any such action, except to the extent
10 that such defenses existed as of the date of defendant's signing this
11 agreement.

12 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

13 23. Defendant agrees that if the count of conviction is
14 vacated, reversed, or set aside, both the USAO and defendant will be
15 released from all their obligations under this agreement.

16 EFFECTIVE DATE OF AGREEMENT

17 24. This agreement is effective upon signature and execution of
18 all required certifications by defendant, defendant's counsel, and an
19 Assistant United States Attorney.

20 BREACH OF AGREEMENT

21 25. Defendant agrees that if defendant, at any time after the
22 signature of this agreement and execution of all required
23 certifications by defendant, defendant's counsel, and an Assistant
24 United States Attorney, knowingly violates or fails to perform any of
25 defendant's obligations under this agreement ("a breach"), the USAO
26 may declare this agreement breached. All of defendant's obligations
27 are material, a single breach of this agreement is sufficient for the
28 USAO to declare a breach, and defendant shall not be deemed to have

1 cured a breach without the express agreement of the USAO in writing.
2 If the USAO declares this agreement breached, and the Court finds
3 such a breach to have occurred, then: (a) if defendant has previously
4 entered a guilty plea pursuant to this agreement, defendant will not
5 be able to withdraw the guilty plea, and (b) the USAO will be
6 relieved of all its obligations under this agreement.

7 26. Following the Court's finding of a knowing breach of this
8 agreement by defendant, should the USAO choose to pursue any charge
9 that was either dismissed or not filed as a result of this agreement,
10 then:

11 a. Defendant agrees that any applicable statute of
12 limitations is tolled between the date of defendant's signing of this
13 agreement and the filing commencing any such action.

14 b. Defendant waives and gives up all defenses based on
15 the statute of limitations, any claim of pre-indictment delay, or any
16 speedy trial claim with respect to any such action, except to the
17 extent that such defenses existed as of the date of defendant's
18 signing this agreement.

19 c. Defendant agrees that: (i) any statements made by
20 defendant, under oath, at the guilty plea hearing (if such a hearing
21 occurred prior to the breach); (ii) the agreed to factual basis
22 statement in this agreement; and (iii) any evidence derived from such
23 statements, shall be admissible against defendant in any such action
24 against defendant, and defendant waives and gives up any claim under
25 the United States Constitution, any statute, Rule 410 of the Federal
26 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
27 Procedure, or any other federal rule, that the statements or any
28

1 evidence derived from the statements should be suppressed or are
2 inadmissible.

3 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

4 OFFICE NOT PARTIES

5 27. Defendant understands that the Court and the United States
6 Probation and Pretrial Services Office are not parties to this
7 agreement and need not accept any of the USAO's sentencing
8 recommendations or the parties' agreements to facts or sentencing
9 factors.

10 28. Defendant understands that both defendant and the USAO are
11 free to: (a) supplement the facts by supplying relevant information
12 to the United States Probation and Pretrial Services Office and the
13 Court, (b) correct any and all factual misstatements relating to the
14 Court's Sentencing Guidelines calculations and determination of
15 sentence, and (c) argue on appeal and collateral review that the
16 Court's Sentencing Guidelines calculations and the sentence it
17 chooses to impose are not error, although each party agrees to
18 maintain its view that the calculations in paragraph 14 are
19 consistent with the facts of this case. While this paragraph permits
20 both the USAO and defendant to submit full and complete factual
21 information to the United States Probation and Pretrial Services
22 Office and the Court, even if that factual information may be viewed
23 as inconsistent with the facts agreed to in this agreement, this
24 paragraph does not affect defendant's and the USAO's obligations not
25 to contest the facts agreed to in this agreement.

26 29. Defendant understands that even if the Court ignores any
27 sentencing recommendation, finds facts or reaches conclusions
28 different from those agreed to, and/or imposes any sentence up to the

1 maximum established by statute, defendant cannot, for that reason,
2 withdraw defendant's guilty plea, and defendant will remain bound to
3 fulfill all defendant's obligations under this agreement. Defendant
4 understands that no one -- not the prosecutor, defendant's attorney,
5 or the Court -- can make a binding prediction or promise regarding
6 the sentence defendant will receive, except that it will be within
7 the statutory maximum.

NO ADDITIONAL AGREEMENTS

9 30. Defendant understands that, except as set forth herein,
10 there are no promises, understandings, or agreements between the USAO
11 and defendant or defendant's attorney, and that no additional
12 promise, understanding, or agreement may be entered into unless in a
13 writing signed by all parties or on the record in court.

14 //

1 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

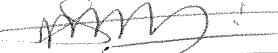
2 31. The parties agree that this agreement will be considered
3 part of the record of defendant's guilty plea hearing as if the
4 entire agreement had been read into the record of the proceeding.

5 AGREED AND ACCEPTED

6 UNITED STATES ATTORNEY'S OFFICE
7 FOR THE CENTRAL DISTRICT OF
8 CALIFORNIA

9 BILAL A. ESSAYLI
10 United States Attorney

11 
12 GREGG E. MARMARO
13 Assistant United States Attorney

14 
15 SYLAS NYUYDZENE VERDZEKOV
16 Defendant

17 
18 JAMES S. THREATT
19 Deputy Federal Public Defender
20 Attorney for Defendant Sylas
21 Nyuydzene Verdzekov

22 5/30/2025

23 Date

24 05/28/2025

25 Date

26 05/28/2025

27 Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

SYLAS NYUYDZENE VERDZEKOV
Defendant

05/28/2025
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

2 I am SYLAS NYUYDZENE VERDZEKOV's attorney. I have carefully and
3 thoroughly discussed every part of this agreement with my client.
4 Further, I have fully advised my client of his rights, of possible
5 pretrial motions that might be filed, of possible defenses that might
6 be asserted either prior to or at trial, of the sentencing factors
7 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
8 provisions, and of the consequences of entering into this agreement.
9 To my knowledge: no promises, inducements, or representations of any
10 kind have been made to my client other than those contained in this
11 agreement; no one has threatened or forced my client in any way to
12 enter into this agreement; my client's decision to enter into this
13 agreement is informed and voluntary; and the factual basis set forth
14 in this agreement is sufficient to support my client's entry of a
15 guilty plea pursuant to this agreement.

JAMES S. THREATT
Deputy Federal Public Defender
Attorney for Defendant Sylas
Nyuydzene Verdzekov

05/28/2025

Date